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Collective Bargaining Agreements

3-20-1970

First National Stores, Inc. and Amalgamated Meat Cutters and Butcher Workmen, Local 2, Affiliated with New England Council of Meat Cutters, Butchers, Food Store and Allied Workers

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First National Stores, Inc. and Amalgamated Meat Cutters and Butcher Workmen, Local 2, Affiliated with New England Council of Meat Cutters, Butchers, Food Store and Allied Workers

Location

MA

Effective Date

3-20-1970

Expiration Date

9-16-1972

Number of Workers

2000

Employer

First National Stores, Inc.

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

2

NAICS

44

Sector

P

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AGREEMENT

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WITH

FIRST NATIONAL STORES, INC.

AND

LOCAL UNION No. 2

Chartered By

AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA, AFL-CIO

Affiliated with the

NEW ENGLAND COUNCIL OF MEAT
CUTTERS, BUTCHERS, FOOD STORE
AND ALLIED WORKERS

Effective Date — March 20, 1970

Expiration Date — September 16, 1972

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**AMALGAMATED MEAT CUTTERS
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AGREEMENT

Section 1.

Entered into as of this 20th day of March, 1970 by and between First National Stores Inc., hereinafter referred to as the "Company" and Local Union 2, chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the A.F.L.-C.I.O., hereinafter referred to as the "Union", for and on behalf of its members now employed and those who hereinafter may be employed by the Company.

Section 2.

This Agreement shall be binding upon the Company herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization, or ownership.

Section 3.

The Company shall have the right to establish Leased Departments in the following areas: Fish, Delicatessen and Non Food Items.

ARTICLE I.

Recognition.

Section 1.

It is agreed that the Union is the duly authorized representative of all the store employees of the Company, as defined herein in Appendix A.

Section 2.

The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of all store employees in the above designated areas, excluding district managers, meat and produce specialists, store managers, stocktakers, janitors and parking lot attendants, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Persons included in the bargaining unit as herein defined are hereinafter referred to as Employees. Unless the context otherwise requires, when reference is made to Employees in this Agreement the singular number shall include the plural and the masculine gender shall include the feminine. An accredited official of the Union will constitute the Union representative in all negotiations between the Company and the Union.

ARTICLE II.

Management.

Section 1.

All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote, and for proper cause to transfer, suspend, or discharge, are the proper prerogatives of the Company, provided, however, that such actions are taken in accordance with the terms and provisions of this Agreement.

Section 2.

The Company agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

ARTICLE III.

Union Shop.

Section 1.

The Company may secure new employees from

any source. When new employees are to be hired in the Company's stores, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants.

Section 2.

(a) All present employees who are members of the Union on the execution date of this Agreement shall remain members of the Union in good standing as a condition of employment.

(b) All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first day following the beginning of their employment or on and after the thirty-first day following the execution date of this Agreement, whichever is the later.

Section 3.

The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the initiation fee, periodic dues, and assessments uniformly required for membership by the Constitution of the International Union and the By-laws of the Local Union.

Section 4.

In the event that any employee fails to comply with Section 2 provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Company in writing requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said notice, provided that such discharge shall be permitted by law.

ARTICLE IV.

Check-Off.

Section 1.

The Company agrees to deduct monthly Union dues, including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deduction.

Section 2.

(a) Current monthly dues will be deducted on the first Saturday of each month and will be remitted with the check-off list to the Union no later than Tuesday following the third Saturday of the month.

(b) Dues in arrears will be deducted following the receipt by the Company of a list of arrearages from the Union.

Section 3.

The Company shall send to the Union a copy of the employee's authorization card within fourteen (14) days of the date of hire or rehire.

Section 4.

Effective January 1, 1971, dues will be deducted weekly and will be remitted with the check-off list to the Union no later than Tuesday following the third Saturday of the month. All other provisions of Sections 1, 2 (b), and 3 of this Article will remain when such weekly deductions are initiated.

ARTICLE V.

No Strikes, No Lockouts, Picket Line.

Section 1.

It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lockout by the Company during the life of this Agreement, and that any difference or misunderstanding which

may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference then the matter shall be referred to Arbitration, as provided for in this Agreement.

Section 2.

In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walk-out or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

Section 3.

The Company agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or illegal acts of its individual members in causing or participating in unauthorized strikes, slowdowns, walk-outs, or stoppages of work provided that:

(a) The Union and such officers or officials take every reasonable, prompt, and positive measure within their power to prevent and stop such unauthorized strike, slowdown, walk-out, or stoppage of work.

(b) The Union shall promptly declare publicly in the community or communities that the strike or stoppage is unauthorized and the employees have been directed to terminate the strike or stoppage.

(c) The Union and such officers or officials shall furnish to the Company, as soon as may be satisfactory, evidence that the foregoing requirements have been complied with.

Section 4.

It is further mutually agreed that the Company shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding, or abetting any such unauthorized strike, slowdown, walk-out, or stoppage

of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established in this Agreement.

Section 5.

It is understood and agreed that in the event of a strike by a Union having contractual relations with the Company, which strike is legal and is sanctioned by the International Body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

ARTICLE VI.

Vacations.

Section 1 — General.

(a) Eligible employees may schedule their vacation any time during the calendar year.

(b) The regular vacation schedule shall be posted by April 15.

(c) The off season vacation schedule shall be posted by December 15.

(d) Selection of vacation periods shall be in the following order:

Grocery Department.

1. Asst. Store Manager or Head Clerk.
2. Full Time Employees by Seniority.
3. Part Time Employees by Seniority.

Meat Department.

1. Manager.
2. Full Time Employees by Seniority.
3. Part Time Employees by Seniority.

Produce Department.

1. Department Head.
2. Full Time Employees by Seniority.
3. Part Time Employees by Seniority.

(e) The vacation period shall be a consecutive period unless otherwise requested by the employee. No more than two consecutive weeks may be taken at any one time. Employees entitled to third, fourth and/or fifth weeks' vacation must take such vacation at the convenience of the Employer and the employee.

Section 2.

(a) Full time employees are entitled to vacations according to the following schedule: E36-9

One (1) week's vacation for one (1) year's service.
Two (2) weeks' vacation for two (2) years' service.

Three (3) weeks' vacation for eight (8) years' service.

Four (4) weeks' vacation for fifteen (15) years' service.

Five (5) weeks' vacation for thirty (30) years' service, effective 2/1/72.

An employee is considered eligible for vacation on or after his employment anniversary date (if an anniversary year) or on January 1 of the year in which the vacation is to be taken or whichever comes later. An employee who is entitled to an additional week's vacation by virtue of reaching an appropriate anniversary, may take the additional week after reaching said anniversary.

(b) If a holiday observed by the Company falls within a full time employee's vacation period, the employee shall be entitled to an additional day of vacation which shall be added directly before or directly after the employee's vacation period.

(c) A full time employee who is voluntarily or involuntarily reduced to part time work shall be eligible for a vacation in the current year according to the classification and rate of pay at the time he became eligible for a full time vacation.

(d) For purposes of this Section, the fifteen (15) years service and thirty (30) years service referred

to in paragraph (a) shall be computed on the basis of total continuous service with the Company, either full or part time.

Section 3 — Eligibility Covering Part-timers.

(a) Part time employees are entitled to vacations according to the following schedule:

One (1) week's vacation for one (1) year's service.

Two (2) weeks' vacation for two (2) years' service.

Three (3) weeks' vacation for eight (8) years' service.

Four (4) weeks' vacation for fifteen (15) years' service.

Five (5) weeks' vacation for thirty (30) years' service, effective 2/1/72.

An employee is considered eligible for a vacation on or after his employment anniversary date (if an anniversary year) or on January 1 of the year in which the vacation is to be taken, whichever comes later. An employee who is entitled to an additional week's vacation by virtue of reaching an appropriate anniversary, may take the additional week after reaching said anniversary.

(b) If a holiday observed by the Company falls within a part time employee's paid vacation period, the employee shall be entitled to an additional four (4) hours pay for the holiday.

(c) A part time employee promoted to regular full time employment shall be given service credits as a full-timer on the basis of two (2) part time months' service being the equivalent of one (1) full time month's service. Such an employee, when eligible for a vacation, will receive his vacation according to the provisions of Section of this Article.

Section 4 — Vacation Payments.

(a) Vacation payments for all eligible employees shall be available at least one (1) week prior to the employee's scheduled vacation date.

(b) Vacations for eligible regular full time employees shall be paid for at that employee's current rate of pay for a regular work week.

(c) Vacations for eligible part time employees shall be computed on the basis of their average hours worked for the year directly prior to their eligibility date multiplied by their current hourly rate of pay. Holiday weeks not worked and vacation periods not worked shall not be counted in such computation.

(d) Vacations are not cumulative from year to year.

(e) Any employee whose employment terminates prior to his eligibility date shall not be entitled to vacation consideration.

Any employee who becomes eligible for a vacation but whose employment terminates before taking said vacation shall receive his vacation pay.

ARTICLE VII.

Holidays.

The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall, for all full time employees provided, however, that in order to be paid for the holiday a full time employee must work 32 hours (Meat Managers and Assistant Store Managers, 35 hours) in the holiday week or his scheduled working day before and after a holiday except for absence due to death in family in accordance with Article 14 of this Agreement. If an employee is injured on the job in a holiday week or the week directly before a holiday week and is absent his scheduled workday before or after the holiday or both because of said injury, he shall not suffer the loss of the holiday pay for that week only.

Section 1.

Major Holidays:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Minor Holidays:

Patriot's Day
Columbus Day
Veteran's Day
will be observed as
full holidays

Section 2.

No employee shall be required to work beyond 6:00 p.m. on the eves of Christmas and New Year's Day.

Section 3.

When the Company opens any of its stores on a holiday, the full time employees of said stores, who are not scheduled to work on the holiday, and are called in to work, must be scheduled a minimum of four (4) consecutive hours at the holiday rate of pay.

Section 4.

(a) Part time employees shall receive four (4) hours pay for any of the above-listed holidays, provided they have been continuously employed by the Company for four (4) months or more, and perform work during the week in which the holiday occurs.

(b) Part time employees, if scheduled to work, shall not be employed for less than twelve (12) hours within a holiday week.

Section 5.

A part time employee working temporarily full time for four (4) consecutive weeks directly prior to a holiday week shall be treated as a full time employee in the holiday week.

Section 6.

An employee who is temporarily transferred across the border of a state in a holiday week shall receive holidays according to the holiday provision

of the state from which he was transferred and not the holidays of the state to which he is transferred.

Section 7.

The Company agrees that it will instruct Supervision and Managers in writing to arrange the work schedule for Election Days so that all employees shall have an opportunity to vote.

ARTICLE VIII.

Leave of Absence.

Section 1 — General.

(a) A leave of absence without pay, not to exceed six (6) months (three (3) months for part time employees) may be granted to any employee with one (1) year or more of continuous service, provided that it is a reasonable request, submitted in writing, consistent with good morale and efficient operations, and approved by the Company in writing. Such a leave of absence will be so marked on the payroll and will not be considered a break in the employee's service record. D17

(b) A full time employee on an authorized leave of absence who is covered by any or all of the Company Insurance Programs will continue to be covered by said programs for a period of sixty (60) days after the start of such leave and in accordance with the terms and conditions of the various Insurance Contracts. At the end of such sixty (60) day period, the employee will be given the opportunity to purchase his insurance coverage for the balance of the approved leave. Upon returning from said leave, the employee will not be required to re-qualify for coverage, provided, that he has previously qualified.

(c) A full time employee on an approved leave of absence will be automatically terminated if he fails to return at the expiration of such leave, or if he works elsewhere during such leave without the express written permission of the Company. 55
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(d) A part time employee on an approved leave of absence will be automatically terminated if he fails to return at the expiration of such leave.

Section 2 — Pregnancy Leave.

(a) A six (6) months leave of absence will be granted to any female employee with one (1) year or more service, provided, such leave is requested in writing. An extension of up to three (3) months will be granted in certain cases, provided, such extension has been requested in writing with proper documentation. 026
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(b) Employees on such a leave will retain coverage under any or all of the Company Insurance Programs for the duration of such leave.

(c) An employee on a pregnancy leave may return to work prior to the expiration of such leave if she submits documentation that she is physically capable of returning to work.

(d) An employee on such a leave will be governed by the conditions outlined in Section 1, (c) of this Article.

Section 3 — Union Officers or Delegates.

(a) A leave of absence shall be granted to those employees who are called upon to serve as Officers or Delegates of the Union. Such employees who were covered under the various Company Insurance Programs shall continue to be covered for the same insurance while serving as an Officer or Delegates of the Union until replacement insurance coverage from any other source can be obtained by such employee, or three (3) months, whichever occurs first. 019
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(b) It is understood that those employees who desire to return to employment with the Company apply in writing within three (3) months from the date of termination of their Union service. Such an employee will be restored within fifteen (15) days from the date of his written request to his former position, or a substantially equivalent position, at the current contract rate of pay for said position.

Section 4.

Employees entering Military Service will retain insurance coverage for a period of up to twelve (12) months from the date such Military Service begins.

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ARTICLE IX.

Shortages.

Section 1.

Any employee who is charged with a shortage shall be entitled to a hearing under Article XXVII of this Agreement. In the event a shortage is found to exist, the Company will take into consideration the employee's past work record before taking and disciplinary action.

Section 2.

In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking the figures.

ARTICLE X.

Wearing Apparel and Tools.

The Company agrees to furnish and launder without cost to the employees any special wearing apparel that it may require the employee to wear, such as coats, aprons, smocks, and mesh aprons for Cutters. Employees who are required to work outside in foul weather conditions or in freezers will be furnished with protective outer clothing. The Company further agrees to provide one mesh apron for each meat department and to furnish all tools without cost to the employee.

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ARTICLE XI.

Employees' Vehicles

No employee shall be obliged to use a privately owned vehicle for Company business.

ARTICLE XII.

Insurance and Pension.

Section 1 — Health and Accident Insurance.

It is agreed between the Union and the Company that the plan covering Accidental Death and Dismemberment Insurance, Weekly Sickness and Accident Insurance, Hospital Expense Insurance, Surgical Operation Insurance, and Major Medical Insurance currently in effect for the employee and his dependents, will remain in effect during the life of this Agreement subject to the provisions and terms of the Insurance Contract with the following amendments:

(a) Effective March 20, 1970, daily Room and Board benefits will be increased to \$50 per day, Special Service benefits will be increased to \$1,000. Maternity benefits will be increased to \$28 per day, Special Service benefits will be increased to \$560.

(b) Effective March 20, 1970, the Major Medical insurance maximum shall be increased to \$25,000. In addition, there shall be no more than three (3) deductibles per family in any one (1) calendar year.

(c) Any employee retiring after March 19, 1970 will not be covered by any provisions of the Health & Accident program.

(d) Co-ordination of Benefits.

If an insured person is entitled to any medical or major medical benefits or services from another source (excluding any individual policy which is not issued under an arrangement of coverage for individuals in a group), such benefits under this plan may be reduced to an amount, which, together with all such other benefits, will not exceed 100% of any necessary, reasonable and customary items of expense covered under this plan or any such other plan.

Section 2 — Life Insurance.

Those full time employees with five (5) years or more of service as of March 20, 1970, will retain the

established non-contributory Life Insurance coverage at the amount effective as of March 20, 1970. Those full time employees who reach their fifth (5th) anniversary after March 20, 1970, shall be granted non-contributory Life Insurance coverage in the amount of \$7,500. All employees will retain their present option of purchasing an additional \$2,000 Life Insurance at the established rate.

Section 3 — Pension.

The Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Plan shall remain in effect for the duration of this contract subject to the provisions and terms of the Pension Agreement between the Company and the Union.

Such terms and provisions specify that the Company shall pay to the Fund the sum of fifteen cents (15¢) for each straight-time hour worked, not exceeding forty (40) straight-time hours per week, by each employee who is not a part time employee (hereafter called an "eligible employee"). For the purposes of this Section, the hours for which contributions are payable shall include hours of paid vacation, paid holidays, paid sick leave, Sunday work (if such Sunday work is included in the employee's basic work week) and hours paid for injury on the job. The Company shall make contributions for an eligible employee on account of work performed beginning the first day of the calendar month after such employee completed thirty (30) days of full time employment.

Effective January 1, 1972, such pension contributions shall be increased to twenty cents (20¢) per hour (\$34.60 per month) under the same terms and conditions as outlined in the preceding paragraph, provided, that the employee for whom such additional contribution is made, will receive as a pension from the Fund a monthly payment of no less than \$233.10, all other requirements being equal.

Section 4.

The Arbitration Article of this Agreement, Article XXVII, shall not apply in any way to the terms and provisions of this Article.

ARTICLE XIII.

Paid Sick Leave.

(For Regular Full Time Employees Only)

Section 1.

(a) Regular full time employees with six (6) months or more of continuous full time service shall be eligible for paid sick leave (computed on basic pay only) in accordance with the following schedule:

Each eligible employees shall earn one (1) day for each two (2) full calendar months of full time employment, effective March 1, 1970. This sick leave may be accrued to a total of thirty (30) days.

(b) Sick leave shall be paid from the first day, provided the employee has accumulated sick time. In the event the employee has accumulated sick time and is ill and receiving disability benefits (not Workmen's Compensation), the employee may elect to convert his "bank" of sick time to supplement his weekly disability. Such supplementing of disability shall be to the limits of the employee's sick time accumulation.

(c) Retiring employees may receive payment for any accrued days at the time of their retirement.

Section 2.

The employee's scheduled working day directly before and directly following a holiday shall not be considered as paid sick leave days.

ARTICLE XIV.

Death in Family.

In the event of a death in the immediate family of any employee, full time employees shall be granted three (3) scheduled working days leave without loss in basic pay. Part time employees shall be granted three (3) days leave without loss in pay only according to the hours they are regularly scheduled to work

during this period. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home. In addition, in the event of the death of an employee's spouse, five (5) days leave shall be granted. The date of notification of death for those employees who are on the job shall not be counted as one of the days funeral leave. In the event of a death of a grandparent or grandchild of an employee, full or part time, the employee shall receive one (1) day's leave without loss in basic pay to attend the funeral.

ARTICLE XV.

Injuries.

Section 1.

In cases where injuries are sustained on the job, and where the employee, full or part time, is unable to work his scheduled hours because of said injury, such an employee shall not suffer any loss in pay for a maximum of five (5) working days within a period of ten (10) working days commencing the scheduled working day after the injury occurs except in the case of a post-injury infection when the five (5) working days within ten (10) working days shall commence the working day after the occurrence of the post-injury infection.

Section 2.

Work time lost on the day of the injury is to be compensated for but is not to be included as part of the five (5) working days.

Section 3.

No more than a total of five (5) working days shall be allowed for any one injury.

Section 4.

Payments made under provisions of this Article XV shall in no way duplicate benefits paid under Workmen's Compensation.

ARTICLE XVI.

Bulletin Boards.

The Company will install a bulletin board in all of its stores for both Company and Union notices.

ARTICLE XVII.

Transfers.

Section 1 — Permanent Transfers.

When full time employees are permanently transferred, the Company will notify the employee seven (7) days in advance of such a transfer. 53
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When full time employees are permanently transferred, the Company will notify the Union, in writing, seven (7) days in advance of such transfer. A transfer so indicated as permanent, however, but not lasting for thirty (30) days in the event of a new store opening and for sixty (60) days otherwise shall be considered temporary and the provisions of either Sections 2 or 3 below will apply retroactively.

Section 2 — Temporary Transfers Exclusive of New Store Openings.

(a) When an employee uses the public transportation system to travel to a store to which he has been temporarily transferred, any additional fare he is required to pay above what he normally pays will be paid to him as expense money and shall not be included in his regular pay. 35
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(b) If any employee uses his own car or is a rider in another employee's car and is temporarily transferred to a store, such employee shall be paid as an expense eight (8¢) cents per mile for any additional miles he has to travel beyond the miles he normally travels.

(c) Travel pay will be paid in the week in which travel took place unless in dispute.

Section 3 — Temporary Transfers — New Store Openings.

(a) The same provisions as indicated in Section 2 above will obtain plus the following: When an employee is temporarily assigned to work in a new store opening and is required to travel additional distances to a new store opening, the additional time required shall be computed in this manner —

1. The total additional time it takes to travel shall be scheduled within and as part of the employee's regularly scheduled forty (40) hour work week.
2. If the combined working hours and this additional travel time in any one week exceed the employee's regularly scheduled forty (40) hour work week, the employee will be paid at the overtime rate provided for in this Agreement.

Section 4.

When an employee is transferred the Company will inform him as to whether he is being transferred temporarily or permanently.

Section 5.

The Company will not make unreasonable transfers.

Section 6.

If, in the opinion of the Company, a temporary transfer is required resulting in overnight lodging and meals, such employees shall be reimbursed for reasonable expenses incurred. C 31-34
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Section 7.

(a) The wage rates specified in Article XXXIII of this Agreement will prevail at the store locations listed in Appendix A.

(b) Employees covered by this Agreement will maintain their wage rate when temporarily transferred to other locals or receive the rate (pro rata), if higher.

ARTICLE XVIII.

Shop Cards.

A Shop Card of the Union shall be displayed in a

prominent place in all the Company's stores and this Shop Card shall at all times remain the property of the Union.

ARTICLE XIX.

Rest Periods.

Section 1.

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen (15) minute relief periods with pay.

Section 2.

Any employee who works more than three (3) hours but less than seven (7) hours shall receive one (1) fifteen (15) minute relief period with pay.

Section 3.

Relief periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

ARTICLE XX.

Jury Duty.

A full time employee who is called to serve on jury duty shall receive pay for actual hours worked for the Company. If this pay together with his jury duty pay does not equal his regular five (5) day weekly rate of pay, the Company will make up the difference. The employee shall not be required to work the sixth (6th) day if he serves on jury duty and/or works five (5) days or more in a regular week and he shall not be required to work the fifth (5th) day if he serves on jury duty and/or works four (4) days or more in a holiday week. Should an employee agree to work at the request of the Company on the sixth (6th) day in a regular week (fifth (5th) day in a holiday week), he will be compensated at a rate of time and one-half for such hours worked.

ARTICLE XXI.

Visiting Stores.

A duly authorized representative of the Union may visit the stores during store or employee working hours for the purpose of conducting Union business, but in so doing shall not interfere with the Company's operations.

ARTICLE XXII.

No Individual Agreements.

Section 1.

The Company shall not enter into any individual agreement with any employee covered by this Agreement in conflict with this Agreement.

Section 2.

It is mutually agreed that no member of the Union covered herein shall have the right to waive or modify any of the terms of this Agreement.

ARTICLE XXIII.

Military Benefits.

Employees who serve in any branch of the Armed Forces shall be granted a leave of absence in accordance with the following provisions:

Section 1 — Reserve Duty.

A leave of absence coincidental with the two (2) week encampment period shall be granted to those employees who present an authorized letter from their Company Commanders. Such employees shall have the option of taking their vacation at that time or taking this leave without pay. CL/S

Section 2 — Regular Duty.

Any full time employee with six (6) months service or more who joins the Armed Forces for a period of not less than two (2) years and as defined in the Selective Service Act of 1948 as amended, shall at the

time of his induction receive two (2) regular weeks' pay at his prevailing contract rate. Part time employees with six (6) months service or more who join the Armed Forces for a period of not less than two (2) years shall receive one (1) week's pay at their current hourly rate provided that they have averaged at least thirty (30) hours per week for the six (6) months directly prior to their joining said service. This pay shall be computed on the basis of their average hours worked for the six (6) month period. The Company reserves the right to terminate the aforesaid military payments if in its opinion the present world conditions or circumstances requiring the drafting of men for Military Services changes substantially. However, this will not be done without first discussing it with the Union.

Section 3 — Miscellaneous.

(a) Any employee who is called upon during working hours to take a physical examination for entry into the Armed Forces may have this examination without loss of pay.

(b) Any employee whose commitment is completed may apply for reinstatement within the required time period after discharge with the proper documentation. Reinstatement will take place by the second Monday following application and the employee shall receive his former classification and the stipulated rate of pay for that classification. However, any step rate increases shall only be applied up to and including six (6) months' continuous service. Time spent in Military Service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service on the progression scale.

(c) Reinstated employees shall be eligible for a vacation in accordance with Article VI of this Agreement.

(d) If this Company is sold to any other group or company, the rights of employees out on Military Leave will not be affected.

ARTICLE XXIV.

Seniority.

Section 1 — Layoffs.

(a) The principle of seniority shall apply in all layoffs due to lack of work covering all "employees" in a mutually agreed upon geographical area in accordance with the following provisions:

(b) Employees employed less than thirty (30) days shall have no seniority rights.

(c) The employee's seniority date is the date of employment or appointment to full time work with the Company.

(d) When a full time employee (other than Meat Manager) loses his job due to a layoff or a store close out, such an employee, if not the junior employee in his classification, may bump the junior full time employee in his classification within a mutually agreeable geographical area.

(e) In layoffs, the junior employee in a classification (except Meat Managers who shall have the right to bump down) shall have the right to exercise his seniority through any lower job classification starting first with the next lower job classification in accordance with and in order of the classification listed below:

Grocery Department:

1. Male

Asst. Store Manager
Head Clerk
Assistant Head Clerk
Full Time Male Clerk
Part Time Male Clerk

Meat Department

1. Male

Manager
Head Meat Cutter
Meat Cutter
Apprentice Meat Cutter
Fish Cutter
Deli Man
Full Time Clerk)
Part Time Clerk)
Meat and Produce
Part Time Meat Cutter
Part Time Experienced
Counter Salesman

2. Female

Cashier
Full Time Checker
Part Time Checker

2. Female

Full Time Wrapper
Part Time Wrapper

**3. Produce Department
Head Produce Man**

Assistant Head Clerk
in Produce
Full Time Male Clerk)
Part Time Male Clerk)
Meat and Produce

Full Time Male Grocery Clerks and Full Time Night Stockers shall be interchangeable classifications based on Company seniority in the process of a layoff.

(f) Full time employees laid off shall be offered part time work if part time work is available within the same job classification even if this means replacing a part time employee.

(g) Full time employees will be given one (1) week's notice or one (1) week's pay in lieu of notice in layoffs.

(h) No seniority employee will be laid off for lack of work except at the end of his scheduled week (this covers both full and part time employees).

(i) Part time employees employed thirty-one (31) days or more and who are laid off for lack of work shall have seniority rights within the store.

Section 2 — Recall.

(except as stipulated for certain employees covered by the terms of the Security Article XXV of this Agreement)

(a) In recall, the last full time employee laid off within a classification shall be the first full time employee to be recalled.

The rights described herein shall not exceed a period of six (6) months for full time employees.

(b) An employee reinstated under the provisions of paragraph (a) shall not lose any continuity of service relative to seniority, rates of pay, vacation credits, Accident and Health Insurance, Group Life Insurance, Major Medical Insurance in accordance with the terms and provisions of the Company's Insurance Programs and Pension Credits in accordance with the terms and provisions of the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Plan.

- (c) 1. Part time employees employed thirty-one (31) days but less than six (6) months and who are laid off because of lack of work, shall have ninety (90) day recall rights within the store.
2. Part time employees employed for six (6) months or more and who are laid off because of lack of work shall have ninety (90) day recall rights within the district manager's area.

Section 3 — Promotions.

(a) Respecting promotions, the qualification and ability of the employee shall be considered in conjunction with seniority standing. The Company agrees to make a sincere effort to train in advance senior employees to fill future, higher-rated classifications. Final determination on promotion shall rest with management which shall be the sole judge of qualifications, giving considerations to seniority and this determination shall not be subject to arbitration.

(b) Preference for appointment to Apprentice Meat Cutter shall be given to male clerks with one (1) or more year's service.

(c) When a full time clerk is needed, preference shall be given to any part time employee provided he is available and qualified for full time work.

(d) Full time employees will be given preference for advancement to better paying jobs.

Section 4 — Miscellaneous.

(a) The Company will notify the Union office of all full or part time employees who are terminated for any reason and explain the reason for such termination.

(b) Any discharged employee full or part time who is reinstated through the Grievance or Arbitration Procedure under this Agreement shall have his seniority status made whole upon his return to work.

(c) A demoted Department Head will exercise his seniority through the next lower job classification in accordance with and in order of the classification in the Seniority Article.

(d) The Company shall furnish yearly to the Union an up-to-date seniority roster of the employees for the Local's mutually agreed upon area, showing the employee's name, classification and seniority date.

(e) An employee's seniority terminates for any of the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.
3. As provided for under the terms of the Leave of Absence Article hereof.
4. The employee does not return as provided for under Section 2 hereof.
5. The employee does not report for work within three (3) days upon receiving notice of recall.

- (f) 1. The Company will schedule the most available part time hours on a weekly basis within the store and within the classifications to the senior part time employees.
2. Employees referred to in Article XXV, Security, Section 2, shall have super seniority over regular part time employees.

ARTICLE XXV.

Security.

Applies only to those employees having regular full time status as of March 21, 1970 and to those employees who had regular full time status as of November 29, 1967, November 12, 1966 and August 8, 1964 including those who may presently be working as security employees on a pro rata basis within the framework of part time hours.

(a) In the event of a reduction in hours of work or layoff because of lack of work, such regular full time employee may bump the junior full time employee in his classification within a mutually agreed upon geographical area. 43

(b) This junior full time employee may —

1. Either work "within the framework of part time hours"* as a full-timer with pro rata consideration of what a regular full-timer receives, or
2. Accept layoff status with six (6) months recall rights.

Note: The employees referred to in (1) and (2) above shall be recalled to regular full time employment in accordance with their seniority rights.

(c) To avoid layoff or reduction in hours, the Company wherever possible will continue its present practice of having a full time employee work in more than one store.

(d) "Pro rata consideration of what a regular full-timer receives" applies to wages, vacations, holidays, Life Insurance coverage, and Weekly Indemnity payments. Pension — for details refer to Union's International Pension Program. Hospitalization, 634

* See Article 29, Section 1, of this Agreement.

Surgical, Accidental Death and Dismemberment benefits and the Major Medical program will obtain exactly as if the reduced employee were working full time.

(e) It should be noted that this special status outlined in the foregoing paragraph is for the life of this Agreement, and if the reduced employee refuses regular full time work he shall have no further rights to those indicated benefits in the preceding paragraph, if he chooses to work as a part time employee.

(f) If the junior full time employee prefers lay-off to working part time hours, he shall have six (6) months recall rights in accordance with his seniority and shall be provided benefit coverage, as follows:

A & H Insurance

Period of Coverage

Weekly Indemnity

None.

Hospitalization, Surgical, Accidental Death and Dismemberment

Sixty (60) days or final termination of employment, whichever occurs first.

Major Medical

Sixty (60) days or final termination of employment, whichever occurs first.

Life Insurance

Six (6) months or final termination of employment, whichever occurs first.

Pension

(For details refer to Union's International Pension Program).

(g) When a regular full time job is vacated for any of the following reasons — death, discharge for cause, retirement, and voluntary termination, the job so vacated will be offered the employee identified in this Article.

ARTICLE XXVI.

Stewards.

The Union shall have the right to have a Steward in each of the Company's stores covered by this Agreement. Such a person shall be a full time employee who, in addition to his regular seniority, shall have top seniority in layoffs within his respective store and classification and shall not be transferred unless mutually agreed between the Company and the Union. The Steward shall not in any way interfere with store operations but has the authority to handle alleged violations of this Agreement under the procedure outlined in Article 27. The Union shall supply the Company with a list of Stewards and store locations. 32

ARTICLE XXVII.

Grievances and Arbitration.

Section 1 — Grievance Procedure.

In the event that a grievance or dispute should arise involving the interpretation or application of this Agreement, the grievance or dispute shall be dealt with in the following manner:

First Step: The employee may report his grievance to the Steward who will meet with the Store Manager to adjust the grievance.

Second Step: If the grievance is not settled, the Union Business Representative shall meet with the Store Manager and/or Store Supervision and attempt to settle the grievance.

Third Step: If the grievance is not settled in the Second Step, the grievance shall be referred in writing to the Division Manager, and a meeting date convenient to the parties shall be arranged between the Union and the Division Manager or his designee in an attempt to settle the grievance, and within fourteen 14) days following said meeting, the Division

Manager or his designee shall submit an answer in writing to the Local Union.

If the grievance is not settled in the Third Step it may be referred to arbitration for determination under Section 2 of this Article, provided, however, that if the grievance is referred to arbitration it must be done in writing and the parties must be notified within fourteen (14) days after the final decision has been given under the Third Step of the Grievance Procedure or the grievance shall be otherwise treated as waived and the matter closed to further consideration.

Note: Controversies involving the suspension or discharge of any employee shall be called to the attention of the Division Manager, in writing, within fourteen (14) days after the event or shall otherwise be treated as waived and the matter closed to further consideration.

Section 2 — Arbitration Procedure.

In the event that the Company and the Union are unable to adjust or settle any dispute or grievance involving the interpretation or application of the terms and provisions of this Agreement after making a reasonable effort to do so, then the dispute or grievance may be submitted to arbitration. If the grievance is referred to arbitration, it must be done in writing and the parties must be notified within fourteen (14) days after the final decision has been given under the Third Step of the grievance procedure or the grievance shall otherwise be treated as waived and the matter closed to further consideration.

It is agreed by both the Union and the Company that the American Arbitration Association shall be used.

The decision of the Arbitrator or Arbitration Board shall be final and binding upon all parties, and all parties agree to abide and comply with such decision. The Arbitrator or Arbitration Board shall

have no authority or power to add to, detract from, or alter in any way the provisions of this Agreement or any subsequent amendments thereof.

The expense of arbitration shall be borne equally by the Union and the Company.

Section 3 — Miscellaneous.

(a) It is understood and agreed that all employees within the bargaining unit covered by this Contract must exercise all their rights, privileges, or necessary procedures under this Contract, International and District Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Contract for the settlement of such grievances.

(b) At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, or dispute further if in the judgment of the Executive Board, after a report is given to it by the Business Representative, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

ARTICLE XXVIII.

Hours — Full Time Employees.

Hours and Conditions of Work Pertaining to Full Time Employees.

Section 1 — Work Week.

1. The work week for Meat Managers and Assistant Store Managers may be:

(a) **Regular Week** — 43 hours, 5 days, 1 late night

4 days — 8 hours between 7:00 a.m. and 6:00 p.m.

1 day — 11 hours worked back from 9:00 p.m.

(b) Holiday Week — 35 hours, 4 days, 1 late night

3 days — 8 hours between 7:00 a.m. and 6:00 p.m.

1 day — 11 hours worked back from 9:00 p.m.

2. The work week for all full time employees employed on or before November 12, 1966 may be:

(a) Regular Straight Time Hours—40 hour—5 day week:

4 days — 8 hours between 7:00 a.m. and 6:00 p.m.

1 day — 8 hours worked back from 9:00 p.m.

(b) Holiday Straight Time Hours—32 hour—4 day week:

3 days — 8 hours between 7:00 a.m. and 6:00 p.m.

1 day — 8 hours worked back from 9:00 p.m.

3. The work week for all full time employees employed after November 12, 1966 may be:

(a) Regular Straight Time Hours—40 hour—5 day week:

3 days — 8 hours between 7:00 a.m. and 6:00 p.m.

2 days — 8 hours worked back from 9:00 p.m.

(b) Holiday Straight Time Hours—32 hour—4 day week:

2 days — 8 hours between 7:00 a.m. and 6:00 p.m.

2 days — 8 hours worked back from 9:00 p.m.

4. During a holiday week employees appointed to full time positions prior to November 29, 1967 may work 40 hours, 5 days (43 hours, 5 days for Meat Managers and Assistant Store Managers). Should the employee exercise this option, the Company shall designate whether the employee shall be assigned to work the holiday or his day off.

5. Employees appointed to full time positions after November 28, 1967 shall not have a holiday option, and in addition, may be scheduled working hours in accordance with Section 3 of this Article.

Section 2 — Overtime Provisions.

Time and one-half the normal hourly rate of pay shall be paid under the following circumstances:

(a) For hours in excess of 40 hours (43 hours for Meat Managers and Assistant Store Managers) in a week.

(b) For hours in excess of 8 hours per day (11 hours, 1 day for Meat Managers and Assistant Store Managers).

(c) Before the starting hour or after the finishing hour outlined in Section 1 above.

(d) No employee shall be compelled to accept overtime nor shall any overtime be worked or paid for unless authorized.

(e) Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

Section 3 — Second Shift.

A second full time shift may be established. The starting time of which may be between the hours of 12:00 noon and 2:00 p.m. Employees on such a shift will be paid their appropriate contract straight-time rate. Preference of appointment to such a shift shall be given to present full time employees. However, there shall be no obligation on their part to accept the same.

Section 4 — General.

(a) Working hours shall be consecutive within any one working day.

(b) The lunch period for all employees who work during the full day shall be one hour between 11:30 a. m. and 2:30 p.m.

(c) When an employee works his scheduled late evening or evenings, the meal period shall be one-half ($\frac{1}{2}$) hour ($\frac{3}{4}$ of an hour for certain employees, if required by law) between 5:00 p.m. and 7:00 p.m.

(d) Employees requested to work more than their normal late nights, shall receive for those additional nights one-half ($\frac{1}{2}$) hour meal period before 6:00 p.m.

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200 (e) Employees requested by the Company to work on a Sunday or a "Major Holiday" shall receive double their regular hourly rate of pay for hours worked on those days. Such hours shall not be counted as hours worked toward figuring weekly overtime.

(f) Employees requested by the Company to work on a "Minor Holiday" shall receive time and one-half their regular hourly rate of pay for hours worked on those days. Such hours shall not be counted as hours worked toward figuring weekly overtime.

ARTICLE XXIX.

Part Time Employees.

Section 1 — Hours of Work.

(a) A part time employee is one who, on a regular basis and if available, works no less than 15 hours (12 hours in a holiday week) and no more than 30 hours per week.

(b) A part time employee shall not work more than 5 days in any one (1) week. Should a part-timer work six (6) days in a week, he shall be paid time and one-half for those hours worked on the sixth (6th) day.

(c) When requested to report to work and upon reporting finds no work available, he shall receive payment for those hours he is normally scheduled to work that day.

Section 2 — Wages.

| | Effect. 3/19/70 | Effect. 6/20/71 |
|------------------------------------|--------------------|--------------------|
| After 30 days continuous service | \$2.00 per hr. | \$2.20 per hr. |
| After 6 months continuous service | 2.10 | 2.25 |
| After 12 months continuous service | 2.20 | 2.40 |
| After 18 months continuous service | 2.40 | 2.65 |
| After 24 months continuous service | 2.70 | 2.85 |
| After 30 months continuous service | 2.80 | 2.95 |
| After 36 months continuous service | 2.95 | 3.10 |

Section 3 — Part Time Meat Cutters.

Effective 3/20/70 — \$4.10 per hour, effective 6/20/71 — \$4.40 per hour.

Section 4 — Part Time Experienced Counter Salesmen.

Effective 3/20/70 — \$3.165 per hr., effective 6/20/71 — \$3.315 per hr.

Section 5 — Insurance.

A part time employee with nine (9) months or more of continuous service shall have the following insurance coverage:

1. Effective March 20, 1970, Room and Board benefits only at the rate of \$22 per day.
2. A \$200 maximum Surgical Schedule. Such Schedule is to be one-half ($\frac{1}{2}$) the benefit as detailed in the present Company Plan. This insurance coverage is intended to be supplementary to any other coverage the employee has.
3. Part time employees with six (6) months service will be granted non-contributory life insurance in the amount of \$1,000.
4. **Co-ordination of Benefits.**

If an insured person is entitled to any medical, or major medical benefits or services from another source (excluding any individual policy which is not issued under an arrangement of coverage for individuals in a group), such benefits under this plan may be reduced to an amount, which, together with all such other benefits, will not exceed 100% of any necessary, reasonable and customary item of expense covered under this plan or any such other plan.

Section 6 — General.

(a) A part time employee who works five (5) or more hours in a given day shall be entitled to a lunch period. This lunch period will be on a voluntary basis and it will not be considered as hours worked for pay purposes. The employee must stipulate prior to the posting of the weekly schedule whether he wishes to take a lunch period in that week.

(b) A part time employee who changes to full time employment shall receive credit for the time spent in part time employment on the basis that two (2) part time months' service equals one (1) full time month's service. A part time employee promoted to full time shall receive his part time hourly rate or the appropriate full time rate, whichever is greater, but no greater than the three (3) year rate.

(c) A part time employee who is promoted to full time after November 29, 1967 will be governed by the hourly provisions as those employees newly hired as full-timers after November 29, 1967.

ARTICLE XXX.

Service Clerks.

Section 1.

The classification of Service Clerks is established. Such a clerk may be assigned to any necessary function, except checking, that may be required from the "Front End" area through the parking lot. These clerks may only work in other areas of the store when such work is necessary to the primary function

of the "Front End". (Example: Bottle returns, bag supplies, etc.) Service Clerks will be given first preference in filling part time vacancies.

Section 2.

The following shall be the scale of wages for employees in this classification:

| | Effect. 3/19/70 | Effect. 6/20/71 |
|----------------|--------------------|--------------------|
| Hiring Rate | \$1.90 per hr. | \$2.05 per hr. |
| After 30 days | 1.95 | 2.10 |
| After 6 months | 2.05 | 2.20 |

ARTICLE XXXI.

Night Stocking Crew.

Section 1.

Night Stocking Crews may be either full or part time.

(a) **Full Time Hours — 40 hour — 5 night week:**

5 nights — 8 consecutive hours per night commencing no earlier than 11:00 p.m. except Sundays and holidays when they may commence no earlier than 12:01 a.m. of the following day.

(b) Holiday Full Time Hours — 32 hour — 4 night week:

4 nights — 8 consecutive hours per night commencing no earlier than 11:00 p.m. except Sundays and holidays when they may commence no earlier than 12:01 a.m. of the following day.

(c) Part Time Hours:

It is understood that part time Night Stockers will work eight (8) hours in any given night, but not five (5) nights a week. The starting time as indicated above will apply to part-timers.

(d) Wages:

1. Any employee who works on a Night Stocking Crew shall receive his appropriate rate of pay as indicated in Article XXXIII. In addition to this rate, he shall receive an additional 25¢ per hour while a member of such a crew. This additional 25¢ will be included in the regular hourly rate for purposes of computing overtime payment, sick pay, vacations, etc.
2. One (1) employee per crew will be designated as "Crew Chief". This employee will receive an additional \$7.50 per week if a full-timer, or \$1.50 per night if a part-timer for acting in this capacity.

(e) Miscellaneous:

1. Night Stocking Crews may not be utilized in Meat Departments.

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2. The meal period will consist of one-half ($\frac{1}{2}$) hour to be taken within the eight (8) hour night. Time taken for the meal period will be considered as working time. No provisions are made for rest periods.
 3. In selecting employees for the Night Stocking Crew, the Company will give preference to presently employed full time Male Clerks.
 4. The Company may assign the Night Stocking Crew to work in one or more stores during the week. However, the crew will not be assigned to work in more than one store per night.
 5. The holiday option for certain full time employees and the general overtime provisions will be handled in accordance with Article XXVIII.

ARTICLE XXXII.

Night Meat Operation.

The Company will establish a Night Meat Operation. Employees on such a Night Meat Operation will receive a premium of \$10 per week (\$2.00 per night) above their usual classification rate.

Such Night Meat Operation will start no earlier than the closing hour of the store.

The meal period hour will consist of one-half ($\frac{1}{2}$) hour to be taken within the eight (8) hour night. Time taken for the meal period will be considered as

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working time. No provisions are made for rest periods. In selecting employees for such a Night Meat Operation, the Company will give preference to present employees. However, there shall be no obligation on their part to accept same.

ARTICLE XXXIII.

Wages — Full Time Employees.

The following scale of wages shall be the minimum rates effective on the dates shown:

Section 1 — Full-time Female Checkers and Wrappers — 40 hours — 5 days

| | 3/19/70 | $\frac{C25}{1}$ | 6/20/71 |
|------------------------------------|--------------|-----------------|--------------|
| After 30 days continuous service | \$ 87.00 wk. | | \$ 98.00 wk. |
| After 6 months continuous service | 89.00 | | 100.00 |
| After 12 months continuous service | 94.00 | $\frac{C13}{1}$ | 105.00 |
| After 18 months continuous service | 104.00 | | 107.00 |
| After 24 months continuous service | 112.00 | $\frac{C19}{1}$ | 116.00 |
| After 30 months continuous service | 115.00 | | 125.00 |
| After 36 months continuous service | 124.00 | | 133.00 |

Section 2 — Full-time Male Clerks — 40 hours — 5 days

| | 3/19/70 | 6/20/71 |
|------------------------------------|----------------|----------------|
| After 30 days continuous service | \$ 95.00 wk. | \$106.00 wk. |
| After 6 months continuous service | 98.00 | 109.00 |
| After 12 months continuous service | 105.00 | 116.00 |
| After 18 months continuous service | 115.00 | 120.00 |
| After 24 months continuous service | 119.00 | 130.00 |
| After 30 months continuous service | 129.00 | 137.00 |
| After 36 months continuous service | 136.00 | 145.00 |

Section 3 — Female Cashier* — 40 hours — 5 days

In stores where the total store volume is \$40,000 or more per week —

Effective 3/19/70 \$132.00 per week

Effective 6/20/71 \$144.00 per week

Section 4 — Head Grocery Clerk* — 40 hours — 5 days

Effective 3/19/70 \$153.00 per week

Effective 6/20/71 \$165.00 per week

Section 5 — Assistant Head Grocery Clerk* — 40 hours — 5 days

Effective 3/19/70 \$151.00 per week

Effective 6/20/71 \$163.00 per week

* By Appointment Only.

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Section 6.**

Employees designated to control Front End services will receive a premium of \$5.00 per week above their normal rate if so designated. There may be no more than one (1) employee so designated for pay purposes in any store. This is not to be considered a separate classification.

Section 7 — Meat Cutters — 40 hours — 5 days

| | 3/19/70 | 6/20/71 |
|---|----------------|----------------|
| Meat Cutter | \$164.00 wk. | \$176.00 wk. |
| Head Meat Cutter* in stores where the Meat Department volume is: | | |
| \$10,000 or more per week | 167.00 | 179.00 |
| \$15,000 or more per week | 170.50 | 182.50 |

The Company agrees that no meat market where fresh fish meat is cut shall be without a regular Meat Cutter.

* By Appointment Only.

** By Designation Only.

Section 8 — Apprentice Meat Cutter* — 40 hours — 5 days

| | 3/19/70 | 6/20/71 |
|-----------------|--------------|--------------|
| First 4 months | \$125.00 wk. | \$137.00 wk. |
| After 4 months | 129.00 | 141.00 |
| After 8 months | 133.00 | 145.00 |
| After 12 months | 137.00 | 149.00 |
| After 16 months | 141.00 | 153.00 |
| After 20 months | 148.00 | 160.00 |
| After 24 months | 164.00 | 176.00 |

(a) One (1) Apprentice Meat Cutter may be assigned in a department if that department has up to three (3) regular Meat Cutters. Two (2) Apprentice Meat Cutters may be assigned in those departments where more than three (3) regular Meat Cutters are assigned.

(b) The Company and the Union shall review the number of and activity of the Apprentice Meat Cutters so that Apprentices shall have an opportunity to progress in all phases of the meat business.

(c) An employee promoted to Apprentice Meat Cutter shall maintain his rate or receive the starting rate listed in the Apprentice schedule, whichever is higher. If his rate is higher than the starting rate of the Apprentice schedule, he shall receive his next increase in pay after having served the required period of time in accordance with the Apprentice progression scale herein.

* By Appointment Only.

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Section 9 — Head Produce Man* — 40 hours — 5 days

The following shall be the rates paid to employees designated as Head Produce Men on or after 3/19/70:

| | 3/19/70 | 6/20/71 |
|-------------------------------|----------------|----------------|
| Base rate — 40 hours — 5 days | \$151.00 wk. | \$163.00 wk. |

Section 10 —

Assistant Head Clerks in Produce Department* — 40 hours — 5 days

| In Produce Departments where the volume is \$5,000 or more per week | 3/19/70 | 6/20/71 |
|--|----------------|----------------|
| | \$151.00 wk. | \$163.00 wk. |

Section 11 — Managers* — 43 hour — 5 day week

The following shall be the rates paid to employees designated as Meat Managers on or after 3/19/70:

| Managers — Meat Department | 3/19/70 | 6/20/71 |
|-------------------------------|----------------|----------------|
| Base rate — 43 hours — 5 days | \$185.00 wk. | \$197.00 wk. |

* By Appointment Only.

Section 12 — Assistant Store Manager* — 43 hour — 5 day week

In stores doing total volume of \$35,000 or more per week, the Company will appoint an Assistant Store Manager —

| | |
|-------------------------|----------|
| Effective 3/19/70 | \$178.00 |
| Effective 6/20/71 | \$190.00 |

Note: Replacement of the Assistant Store Manager when temporarily absent or substituting for Store Manager is not required.

Section 13 — Fish Cutter* — 40 hours — 5 days

In stores having a Service Fish Department where the total store volume is \$50,000 or more per week —

| | |
|-------------------------|----------|
| Effective 3/19/70 | \$163.00 |
| Effective 6/20/71 | \$175.00 |

* By Appointment Only.

Section 14 — Delicatessen Man* — 40 hours — 5 days

In stores having a Service Delicatessen Department, the Company shall appoint a Delicatessen Man who shall receive:

| | |
|-------------------------|----------|
| Effective 3/19/70 | \$152.00 |
| Effective 6/20/71 | \$164.00 |

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Section 15.

| | 3/19/70 | 6/20/71 |
|---|----------------|----------------|
| (a) Part-time Meat Cutters | \$4.10 per hr. | \$4.40 per hr. |
| (b) Part-time Experienced Counter Salesmen | 3.165 | 3.315 |

* By Appointment Only.

Section 16.

Those employees referred to in Sections 9 and 11 of this article, who as of 3/19/70 were receiving volume adjustments will be guaranteed that adjustment under the following conditions:

(a) While performing the same function in the same store.

(b) If involuntarily transferred, they will be guaranteed their rate at the new location. In neither case will these personal rates be guaranteed beyond the term of this agreement. If transferred at their own request, they must accept the classification rate in the contract.

(c) Employees paid on the volume basis who are in stores that close will be guaranteed their rate for six (6) months after the closing of such store.

(d) The employee will lose his personal rate if he is reduced either voluntarily or involuntarily. The reduced employee must then accept the contract job rate.

(e) The volume adjustments referred to above will be determined in the following manner:

The gross sales for the individual departments for the 52 week period ending February 14, 1970 will be divided by 52 to determine the average weekly volume for payroll purposes.

ARTICLE XXXIV.

Miscellaneous Wage Conditions.

Section 1 — Substitute Managers.

(a) Store Manager:

1. An employee who substitutes for a Store Manager for a day or more, but less than a Store Manager's full work week of 43 hours, 5 days, shall receive pro rata pay per hour for each full day that he substitutes for a Store Manager on the rate of \$185.00 (effective 6/20/71 — \$197.00) divided by 43 hours. In no case, however, shall he receive less than \$5.00 per day in addition to his regular day's pay for a full day of substitution.
2. An employee who substitutes for a Store Manager for a full work week of 43 hours, 5 days, shall receive \$185.00 (effective 6/20/71 — \$197.00).

(b) Meat Department:

1. An employee who substitutes for a Meat Manager for a day or more, but less than a Meat Manager's full work week of 43 hours, 5 days, shall receive \$5.00 additional pay per day for each full day that he substitutes for a Meat Manager.
2. An employee who substitutes for a Meat Manager for a Manager's full work week of 43 hours, 5 days, shall receive either (1) \$25.00 above his regular five (5) day week's base pay, plus 1/10th of the sum of his base pay and the \$25.00 or (2) — the base rate for the Meat Manager classification, whichever is the lesser.

Section 2.

Wherever an automatic step-up scale of minimum rates based on months or years of service is defined

in this Agreement, the service criterion is meant to be continuous service with the Company. Such step-up increase shall be paid as of Monday of the week in which the employee's anniversary date occurs.

Section 3.

(a) Whenever the Company finds it necessary because of economic reasons to place a full time employee on part time work, the hourly rate of pay in such instances shall be pro-rated according to the employee's full time rate of pay.

(b) The rate of pay of a part time employee who returns to part time work after having worked temporarily as a full time employee, shall then be the hourly rate of pay in accordance with Article 29.

Section 4.

There shall be no reduction of wages now paid by reason of the signing of this Agreement except where employees are demoted from one classification to another.

Section 5 — Appointments Made to Classified Positions.

(a) It shall be the responsibility and prerogative of the Company to select and appoint employees to the positions of Head Grocery Clerk and Assistant Head Grocery Clerk according to the needs of the business.

(b) The Company shall select and appoint employees to the positions of Head Meat Cutter, Assistant Head Clerk in Produce Department, Fish Cutter and Female Cashier in accordance with the following method:

1. When the department attains the volume indicated for the appointive positions described above in paragraph (b) and in Article 33 of this Agreement, the Company will immediately appoint an employee who shall receive an adjustment in pay for the week to his regular base rate of pay which is called for by the volume.

2. If the volume of the respective department subsequently goes down and does not attain that indicated for appointive positions, the appointed employee shall not receive an adjustment in pay for the week or weeks the department fails to attain the necessary indicated volume.
3. Therefore, employees appointed to classified positions receive a so-called "job rate" which may vary from week to week based upon volume fluctuation.
4. Persons appointed to classified positions should remain reasonably constant in their positions so that the same appointee assumes the job responsibility and receives the weekly volume adjustments in pay.
5. When an employee in the above classifications is absent no temporary replacements will be made.
6. Employees who were employed as Meat Manager or in classified positions on or before November 12, 1966 shall maintain the rates of pay which were placed in effect for them on November 14, 1966 as "frozen rates" for the duration of this Agreement plus any adjustments on that "frozen rate" provided, however, that they continue working in the same classification in which they were employed on November 12, 1966.

ARTICLE XXXV.

Miscellaneous Work Conditions.

Section 1.

A schedule, in ink, designating employee's hours of work for the following week shall be posted in each store not later than the end of the first shift

on Friday. This schedule is subject to change to meet emergencies.

Section 2.

It is agreed that regular full-time employees who, because of lack of work, have been reduced temporarily to part time work and are presently working more than thirty (30) hours per week shall not now be reduced to thirty (30) hours or less. The provision in the contract covering the part time hourly limit shall not apply to employees in this category.

Section 3.

A temporary full-time employee is one who is either transferred from part time work or an employee who is hired to work full time under the following circumstances:

- (a) Vacation replacement.
- (b) Store openings (four (4) weeks).
- (c) Store promotions (four (4) weeks).
- (d) Seasonal situations.
- (e) Replacing full time employees who are absent. If such replacement period exceeds six (6) months, the replacing employee will be considered a full time employee and take his place on the full time seniority list according to the formula outlined in Article 29, Section 6, paragraph (b).

Section 4 — New Equipment.

The Company will notify the Union before introducing any new type of production equipment or before setting up a new department or before establishing a new classification not presently listed within this Agreement.

Section 5 — Female Work Requirements.

A female employee shall not be required to perform heavy manual labor. She shall not be required to climb ladders, wash walls, or lift objects weighing in excess of limits established by State Law.

Section 6 — Polygraph.

The Company agrees that it will not request or require an employee to take a lie detector test..

Section 7.

There will be no interchange of employees between the Grocery and Meat Departments.

ARTICLE XXXVI.

Validity.

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state, or federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXXVII.

Duration of Agreement.

This Agreement between the Company and the Union shall become effective on March 20, 1970, and shall continue in full force and effect until midnight September 16, 1972, and shall be continued for an additional year unless sixty (60) days prior to September 16, 1972, either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this Agreement. Such written notice shall contain a draft of any proposed new agreement or amendments. During the negotiations of such proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Company and the Union have hereunto caused this Agreement to be signed, sealed, and delivered in their names by their authorized agents the day of

AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN OF
NORTH AMERICA, AFL-CIO
LOCAL 2

.....

FIRST NATIONAL STORES, INC.

.....

.....

APPENDIX A

It is agreed that Local 2 is the duly authorized representative of the store employees as defined in Article I, Recognition, working in the following cities and towns as listed below.

| | | |
|-------------|------------------|---------------|
| Abington | Dunstable | Hull |
| Acushnet | Duxbury | Ipswich |
| Acton | East Bridgewater | Kingston |
| Amesbury | East Brookfield | Lakeville |
| Andover | Eastham | Lancaster |
| Ashburnham | Easton | Lawrence |
| Ashby | Edgartown | Leicester |
| Ashland | Fairhaven | Leominster |
| Athol | Fall River | Littleton |
| Auburn | Falmouth | Lowell |
| Avon | Fitchburg | Lunenburg |
| Ayer | Foxboro | Mansfield |
| Barnstable | Framingham | Marion |
| Barre | Franklin | Marlboro |
| Bellingham | Freetown | Marshfield |
| Berkly | Gardner | Mashpee |
| Berlin | Gay Head | Mattapoisett |
| Bolton | Georgetown | Maynard |
| Bourne | Gloucester | Medfield |
| Boxboro | Gosnold | Medway |
| Boylston | Grafton | Mendon |
| Braintree | Groton | Merrimack |
| Brewster | Groveland | Methuen |
| Bridgewater | Halifax | Middleboro |
| Brockton | Hanover | Milford |
| Brookfield | Hanson | Millbury |
| Canton | Hardwick | Millis |
| Carver | Harvard | Milton |
| Chatham | Harwich | Nantucket |
| Chelmsford | Haverhill | Natick |
| Chilmark | Hingham | Needham |
| Clinton | Holbrook | New Bedford |
| Cohasset | Holden | New Braintree |
| Dartmouth | Holliston | New Salem |
| Dennis | Hopedale | Newbury |
| Dighton | Hopkinton | Newburyport |
| Dover | Hubbardston | Norfolk |
| Dracut | Hudson | North Andover |

| | | |
|------------------|------------|------------------|
| North Brookfield | Rockland | Truro |
| Northboro | Rockport | Tyngsboro |
| Northbridge | Rowley | Upton |
| Norton | Royalston | Walpole |
| Norwell | Rutland | Wareham |
| Oak Bluffs | Salisbury | Wayland |
| Oakham | Sandwich | Wellesley |
| Orange | Scituate | Wellfleet |
| Orleans | Sharon | West Boylston |
| Paxton | Sherborn | West Bridgewater |
| Pembroke | Shirley | West Brookfield |
| Pepperell | Shrewsbury | West Newbury |
| Petersham | Southboro | West Tisbury |
| Phillipston | Spencer | Westboro |
| Plainville | Sterling | Westford |
| Plymouth | Stoughton | Westminster |
| Plympton | Stow | Weston |
| Princeton | Sudbury | Westport |
| Provincetown | Sutton | Weymouth |
| Quincy | Taunton | Whitman |
| Randolph | Templeton | Winchendon |
| Raynham | Tisbury | Worcester |
| Rehoboth | Townsend | Wrentham |
| Rochester | Topsfield | Yarmouth |

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BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 202126816
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May 7, 1971

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Amalgamated Meat Cutters and Butcher
Workmen of North America local #2
3 South Main Street
Natick, Massachusetts 01760

Gentlemen:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements (e.g., employee-benefit plans) or wage schedules.

Copy of current union agreement between the First National Stores, Incorporated, located in Natick, Massachusetts and the Amalgamated Meat Cutters and Butcher Workmen of North America local #2 (New England Council). The agreement we have on file expired in February 1970.

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

Very truly yours,

Geoffrey H. Moore
GEOFFREY H. MOORE
Commissioner

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT approx. 2000
2. Name of employer party to agreement First NAT'L STORES Inc.
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) 5 Middlesex Ave. Somerville, MASS.
4. If more than one employer is party to agreement, indicate number
5. Product, service, or type of business Retail Food

Notify me when new BLS collective bargaining agreement studies are issued ☒George F. Fitzpatrick
(Your name)
21 Court St.
(Street)Gen. Secy. Treas.
(Position)
Natick, Mass.
(City and State)